

**REGULAR MEETING OF WASHINGTON, MISSOURI CITY COUNCIL
 MONDAY, JULY 15, 2024 - 7:00 P.M.
 COUNCIL CHAMBER, 405 JEFFERSON STREET, WASHINGTON, MISSOURI**

**SUGGESTED
 COUNCIL ACTION**

1. INTRODUCTORY ITEMS:

Roll Call / Pledge of Allegiance		
Approval of the Minutes from the July 1, 2024, Council Meeting	Need Motion/Mayor	Memo

<u>Approval and Adjustment of Agenda including Consent Agenda</u>	Need Motion/Mayor	Memo
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- a. Final Payment Request – Airport Hangar Project
- b. Liquor License Renewals

2. PRIORITY ITEMS:

Mayor’s Presentations, Appointments & Reappointments

- | | | |
|--|---------------|------|
| a. Police Department Reappointment | Approve/Mayor | Memo |
| b. Special Police Appointments | Approve/Mayor | Memo |
| c. Library Board of Trustees Appointments | Approve/Mayor | Memo |
| d. Treasurer/Collector Appointment | Approve/Mayor | Memo |
| e. Washington Area Highway Transportation Committee Reappointments | Approve/Mayor | Memo |
| f. Washington Tax Increment Financing Commission Appointment | Approve/Mayor | Memo |

3. PUBLIC HEARINGS:

4. CITIZENS COMMENTS:

5. UNFINISHED BUSINESS:

6. REPORT OF DEPARTMENT HEADS:

7. ORDINANCES/RESOLUTIONS:

- | | | |
|--|----------------------------|------|
| a. An ordinance authorizing and directing the execution of an Aviation Project Consultant Agreement by and between the City of Washington, Missouri and Crawford, Murphy, & Tilley, Inc. | Read & Int/Read/Vote/Mayor | Memo |
| b. An ordinance authorizing and directing the execution of a CMAQ-Congestion Mitigation and Air Quality Supplemental Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission for the Highway 100/International Avenue Intersection Improvement Project CMAQ-6400(628). | Read & Int/Read/Vote/Mayor | Memo |
| c. An ordinance authorizing and directing the execution of a Contract Agreement by and between the City of Washington, Missouri and K.J. Unnerstall Construction Company for the Sanitary Sewer Extension Project and amend the 2023/2024 Budget. | Read & Int/Read/Vote/Mayor | Memo |

8. COMMISSION, COMMITTEE AND BOARD REPORTS:

a. Riverfront Boat Trailer Parking

Discussion

Memo

9. MAYOR'S REPORT:

10. CITY ADMINISTRATOR'S REPORT:

11. COUNCIL COMMENTS:

12. CITY ATTORNEY'S REPORT:

Public Vote on whether or not to hold a closed meeting to discuss personnel, legal and real estate matters pursuant to Section 610.021 RSMo (2000).

Roll Call Vote

13. INFORMATION:

14. ADJOURNMENT:

NOTICE: COPIES OF THE PROPOSED ORDINANCES ON THIS AGENDA ARE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE TIME THE BILL IS UNDER CONSIDERATION BY THE CITY COUNCIL.

POSTED BY SHERRI KLEKAMP, CITY CLERK, JULY 11, 2024

A COPY OF THIS NOTICE IS ALSO AVAILABLE ONLINE AT www.washmo.gov

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL
CITY OF WASHINGTON, FRANKLIN COUNTY, MISSOURI
MONDAY, JULY 1, 2024**

INTRODUCTORY ITEMS:

The Regular Meeting of the City of Washington, Missouri, City Council was held on July 1, 2024, 7:06 p.m. in the Council Chamber. Mayor Doug Hagedorn opened the meeting with roll call and Pledge of Allegiance.

Mayor:	Doug Hagedorn	Present
Council Members: Ward I	Al Behr	Present
	Duane Reed	Absent
Ward II	Mark Hidritch	Present
	Mark Wessels	Present
Ward III	Chad Briggs	Absent
	Jeff Patke	Present
Ward IV	Mike Coulter	Present
	Joe Holtmeier	Present
Also Present:	City Attorney	Mark Piontek
	City Administrator	Darren Lamb
	City Clerk	Sherri Klekamp
	Parks Director	Wayne Dunker
	Police Chief	Jim Armstrong
	City Planner/GIS Specialist	Sarah Skeen
	Finance Director	Tammy Alsop
	Economic Development Director	Aaron Griesheimer
	Street Superintendent	Tony Bonastia
	Emergency Management Director	Justin Frankenberg

Originals and/or copies of agenda items of the meeting, including recorded votes are available on record in the office of the City Clerk. Each ordinance is read a minimum of twice by title, unless otherwise noted.

Approval of Minutes:

- * Approval of the Minutes from the June 17, 2024, Council Meeting

A motion to accept the minutes as presented made by Councilmember Behr, seconded by Councilmember Hidritch, passed without dissent.

Approval and Adjustment of Agenda including Consent Agenda:

- * Final Payment Request – Comprehensive Plan
- * Final Payment Request – East-West Parkway Project, Phase I
- * Change Order #1 & Final Payment Request – Second Street Improvements Project

- * Liquor License Renewals; Mid River Restaurants LLC DBA Applebee's Neighborhood Grill; 3G Infinity LLC DBA Plush; Old Bridge Brewing Inc; Colton's Steak House & Grill; Dolgencorp LLC DBA Dollar General Store #1251; Schnuck Markets Inc DBA Schnucks; K C Seisl Council No 1121; Washington Columbian Club; Caseys Marketing Company; Washington Elks Club & Bldg; Creek Side Enterprises of Washington Missouri LLC DBA The Creek Grill & Sports Bar.

A motion to accept and approve the agenda including the consent agenda accordingly made by Councilmember Patke, seconded by Councilmember Hidritch, passed without dissent.

PRIORITY ITEMS:

Mayor's Presentations, Appointments & Reappointments:

- * Library Board of Trustees Reappointment

June 24, 2024

To the City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Library Board of Trustees:

Susan Wehmuller – term ending June 2027

Respectfully submitted,

James D. Hagedorn

Mayor

A motion to accept and approve the reappointment made by Councilmember Wessels, seconded by Councilmember Holtmeier, passed without dissent.

- * Police Department Reappointments

June 25, 2024

City Council

City of Washington

Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department:

<i>NAME</i>	<i>DATE EFFECTIVE</i>	<i>DATE EXPIRES</i>
<i>Wyatt Loague Police Officer</i>	<i>July 06, 2024</i>	<i>July 06, 2025</i>
<i>Darryl Balleydier Captain</i>	<i>July 15, 2024</i>	<i>July 15, 2025</i>
<i>Steve Sitzes Lieutenant</i>	<i>July 15, 2024</i>	<i>July 15, 2025</i>
<i>Doug Tollison Sergeant</i>	<i>July 15, 2024</i>	<i>July 15, 2025</i>

<i>Joseph Renkemeyer</i>	<i>July 15, 2024</i>	<i>July 15, 2025</i>
<i>Lieutenant</i>		
<i>Casey Hill</i>	<i>July 15, 2024</i>	<i>July 15, 2024</i>
<i>Sergeant</i>		
<i>Charles Scheer</i>	<i>July 15, 2024</i>	<i>July 15, 2025</i>
<i>Detective</i>		
<i>Chad Sloan</i>	<i>July 15, 2024</i>	<i>July 15, 2025</i>
<i>Sergeant</i>		
<i>Max Keeler</i>	<i>July 18, 2024</i>	<i>July 18, 2025</i>
<i>Police Officer</i>		
<i>Matthew Cooper</i>	<i>July 20, 2024</i>	<i>July 20, 2025</i>
<i>Police Officer</i>		
<i>Respectfully submitted,</i>		
<i>James D. Hagedorn</i>		
<i>Mayor</i>		

A motion to accept and approve the reappointments made by Councilmember Hidritch, seconded by Councilmember Coulter, passed without dissent.

PUBLIC HEARINGS

* None

CITIZENS COMMENTS

* None

UNFINISHED BUSINESS

* None

REPORT OF DEPARTMENT HEADS

* None

ORDINANCES/RESOLUTIONS

Bill No. 24-13010, Ordinance No. 24-13980, an ordinance authorizing and directing the execution of an Agreement by and between the City of Washington, Missouri and the Missouri Department of Conservation.

The ordinance was introduced by Councilmember Patke.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Coulter-aye, Holtmeier-aye, Patke-aye, Behr-aye, Wessels-aye, Reed-absent, Briggs-absent.

Bill No. 24-13011, Ordinance No. 24-13981, an ordinance amending the 2023/2024 Budget of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Coulter-aye, Holtmeier-aye, Patke-aye, Behr-aye, Wessels-aye, Reed-absent, Briggs-absent.

Bill No. 24-13012, Ordinance No. 24-13982, an ordinance amending the 2023/2024 Budget of the City of Washington, Missouri.

The ordinance was introduced by Councilmember Holtmeier.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Coulter-aye, Holtmeier-aye, Patke-aye, Behr-aye, Wessels-aye, Reed-absent, Briggs-absent.

Bill No. 24-13013, Ordinance No. 24-13983, an ordinance authorizing and directing the Execution of Disclosure Compliance Proposal by and between the City of Washington, Missouri and Gilmore & Bell.

The ordinance was introduced by Councilmember Behr.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Coulter-aye, Holtmeier-aye, Patke-aye, Behr-aye, Wessels-aye, Reed-absent, Briggs-absent.

Bill No. 24-13014, Ordinance No. 24-13984, an ordinance authorizing and directing the execution of an Intergovernmental Cooperative Agreement by and between the City of Washington, Missouri and the City of Fenton, Missouri.

The ordinance was introduced by Councilmember Hidritch.

After a brief discussion, the ordinance was read a second time and approved on the following vote; Hidritch-aye, Coulter-aye, Holtmeier-aye, Patke-aye, Behr-aye, Wessels-aye, Reed-absent, Briggs-absent.

COMMISSION, COMMITTEE AND BOARD REPORTS

- * None

MAYOR'S REPORT

- * Delighted to have Aaron Griesheimer and Tammy Alsop on board working for the city.

CITY ADMINISTRATOR'S REPORT

- * Budget Workshop has been scheduled for August 5, 2024, 6:00 p.m.

COUNCIL COMMENTS

- * Discussion on the Local Options Use Tax.

ADJOURNMENT

With no further business to discuss, a motion to adjourn made at 7:27 p.m. by Councilmember Patke, seconded by Councilmember Holtmeier passed without dissent.

Adopted: _____

Attest: _____
City Clerk

President of City Council

Passed: _____

Attest: _____
City Clerk

Mayor of Washington, Missouri



July 10, 2024

Honorable Mayor and City Council
Washington, MO 63090

Re: Final Pay Request for Washington Regional Airport Hangars

Dear Mayor and City Council,

Attached is a final pay request for the above mentioned in the amount of \$8,500. Staff and the consulting engineer recommend final payment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darren Lamb", is written over a blue horizontal line.

Darren Lamb, AICP
City Administrator



Final Pay Request

NAME OF PROJECT: **Washington Regional Airport**

CONTRACTOR: **K.J. Unnerstall Const. Co.**

Original Contract Amount:	_____	\$1,772,970.00
Final Payment Due:	_____	\$ 8,500.00
Balance on P.O.:	_____	\$ 0.00

Accepted:

Approval:

Date: _____

Date: _____

K.J. Unnerstall Const. Co.

City of Washington, Missouri

By: _____

By: _____

Title: _____

Title: _____

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Washington Regional Airport
Hwy 47

APPLICATION NO: 15FINAL
PERIOD TO: 12/31/2023

DISTRIBUTION TO:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM \$ 1,772,970.00

2. Net Change by Change Orders \$ -19,799.10

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,753,170.90

4. TOTAL COMPLETED AND STORED TO DATE \$ 1,753,170.90

5. RETAINAGE:

a. 0.00 % of Completed Work \$ 0.00

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE \$ 1,753,170.90
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 1,701,190.38

8. CURRENT PAYMENT DUE \$ 42,980.52

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	69,848.00	-89,647.10
Total approved this Month	0.00	0.00
TOTALS	69,848.00	-89,647.10
NET CHANGES by Change Order		-19,799.10

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

By: Dennis Bell

Date: 1-9-24

JENNIFER J. BADE
Notary Public - Notary Seal
STATE OF MISSOURI
Franklin County
Commission # 11134207
My Commission Expires: 1-8-2024

State of: MO
County of: Franklin

Subscribed and Sworn to before me this 9

Notary Public: Jennifer J. Bade
My Commission Expires: 1-8-24

CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager and Architect certifies to owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

TO (OWNER): City Of Washington
 405 Jefferson St
 Washington, MO 63090

PROJECT: Washington Regional Airport
 Hwy 47

APPLICATION NO: 15FINAL
PERIOD TO: 12/31/2023

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FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
 4923 South Point Rd
 Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
1	CONTRACTOR QUALITY CONTROL PLAN		LS	\$0.00	\$50,000.00	100.0000%	\$50,000.00	.0000%	\$0.00	\$0.00	100.0000%	\$50,000.00	100.00	\$0.00
2	INSTALL REMOVE SILT FENCE	900.000	LF	\$6.00	\$5,400.00	900.0000	\$5,400.00	.0000	\$0.00	\$0.00	900.0000	\$5,400.00	100.00	\$0.00
2	INSTALL REMOVE SILT FENCE	-225.000	LF	\$6.00	\$-1,350.00	-225.0000	\$-1,350.00	.0000	\$0.00	\$0.00	-225.0000	\$-1,350.00	100.00	\$0.00
3	DITCH CHECKS	5.000	EA	\$150.00	\$750.00	5.0000	\$750.00	.0000	\$0.00	\$0.00	5.0000	\$750.00	100.00	\$0.00
3	DITCH CHECKS	-5.000	EA	\$150.00	\$-750.00	-5.0000	\$-750.00	.0000	\$0.00	\$0.00	-5.0000	\$-750.00	100.00	\$0.00
4	INLET PROTECTION	3.000	EA	\$150.00	\$450.00	3.0000	\$450.00	.0000	\$0.00	\$0.00	3.0000	\$450.00	100.00	\$0.00
4	INLET PROTECTION	-3.000	EA	\$150.00	\$-450.00	-3.0000	\$-450.00	.0000	\$0.00	\$0.00	-3.0000	\$-450.00	100.00	\$0.00
5	MOB BASE BID	1.000	LSQ	\$102,400.00	\$102,400.00	1.0000	\$102,400.00	.0000	\$0.00	\$0.00	1.0000	\$102,400.00	100.00	\$0.00
6	UNCLASSIFIED EXCAVATION	95.000	CY	\$10.00	\$950.00	95.0000	\$950.00	.0000	\$0.00	\$0.00	95.0000	\$950.00	100.00	\$0.00
7	EMBANKMENT	1,235.000	CY	\$20.00	\$24,700.00	1,235.0000	\$24,700.00	.0000	\$0.00	\$0.00	1,235.0000	\$24,700.00	100.00	\$0.00
8	12IN CRUSHED AGGREGATE BASE	3,225.000	SY	\$25.00	\$80,625.00	3,225.0000	\$80,625.00	.0000	\$0.00	\$0.00	3,225.0000	\$80,625.00	100.00	\$0.00
9	5IN CONCRETE PAVEMENT	2,020.000	SY	\$140.00	\$282,800.00	2,020.0000	\$282,800.00	.0000	\$0.00	\$0.00	2,020.0000	\$282,800.00	100.00	\$0.00
9	CO2 -5IN CONCRETE PAVEMENT	-363.000	SY	\$140.00	\$-50,820.00	-363.0000	\$-50,820.00	.0000	\$0.00	\$0.00	-363.0000	\$-50,820.00	100.00	\$0.00
10	6.5IN CONCRETE PAVEMENT	1,055.000	SY	\$146.00	\$154,030.00	1,055.0000	\$154,030.00	.0000	\$0.00	\$0.00	1,055.0000	\$154,030.00	100.00	\$0.00
10	CO2 -6.5IN CONCRETE PAVEMENT	212.000	SY	\$146.00	\$30,952.00	212.0000	\$30,952.00	.0000	\$0.00	\$0.00	212.0000	\$30,952.00	100.00	\$0.00
11	AIRPORT PAVEMENT MARKING YELLOW	650.000	SF	\$8.00	\$5,200.00	650.0000	\$5,200.00	.0000	\$0.00	\$0.00	650.0000	\$5,200.00	100.00	\$0.00
11	AIRPORT PAVEMENT MARKING YELLOW	-333.700	SF	\$8.00	\$-2,669.60	-333.7000	\$-2,669.60	.0000	\$0.00	\$0.00	-333.7000	\$-2,669.60	100.00	\$0.00
12	AIRPORT PAVEMENT MARKING BLACK	1,060.000	SF	\$1.00	\$1,060.00	1,060.0000	\$1,060.00	.0000	\$0.00	\$0.00	1,060.0000	\$1,060.00	100.00	\$0.00
12	AIRPORT PAVEMENT MARKING BLACK	-297.500	SF	\$1.00	\$-297.50	-297.5000	\$-297.50	.0000	\$0.00	\$0.00	-297.5000	\$-297.50	100.00	\$0.00
13	AIRPORT PAVEMENT TEMPORARY MARKING	225.000	SF	\$5.00	\$1,125.00	225.0000	\$1,125.00	.0000	\$0.00	\$0.00	225.0000	\$1,125.00	100.00	\$0.00
13	CO1 AIRPORT PAVEMENT TEMPORARY MARKING	24.000	SF	\$5.00	\$120.00	24.0000	\$120.00	.0000	\$0.00	\$0.00	24.0000	\$120.00	100.00	\$0.00

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Washington Regional Airport
Hwy 47

APPLICATION NO: 15FINAL
PERIOD TO: 12/31/2023

DISTRIBUTION TO:
_ OWNER
_ CONSTRUCTION MANAGER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
14	AIRPORT PAVEMENT MARKING REMOVAL	715.000	SF	\$10.00	\$7,150.00	715.0000	\$7,150.00	.0000	\$0.00	\$0.00	715.0000	\$7,150.00	100.00	\$0.00
14	AIRPORT PAVEMENT MARKING REMOVAL	939.500	SF	\$10.00	\$9,395.00	939.5000	\$9,395.00	.0000	\$0.00	\$0.00	939.5000	\$9,395.00	100.00	\$0.00
15	18INREINFORCED CONCRETE PIPE CLASS IV	368.000	LF	\$60.00	\$22,080.00	368.0000	\$22,080.00	.0000	\$0.00	\$0.00	368.0000	\$22,080.00	100.00	\$0.00
15	CO2 -18INREINFORCED CONCRETE PIPE CLASS IV	4.000	LF	\$60.00	\$240.00	4.0000	\$240.00	.0000	\$0.00	\$0.00	4.0000	\$240.00	100.00	\$0.00
16	18INREINFORCED CONCRETE PIPE FLARED END SECTION	1.000	EA	\$1,050.00	\$1,050.00	1.0000	\$1,050.00	.0000	\$0.00	\$0.00	1.0000	\$1,050.00	100.00	\$0.00
17	PRECAST DROP INTURF	1.000	EA	\$4,420.00	\$4,420.00	1.0000	\$4,420.00	.0000	\$0.00	\$0.00	1.0000	\$4,420.00	100.00	\$0.00
18	TYPE II PRECASE DROP INLET	2.000	EA	\$12,760.00	\$25,520.00	2.0000	\$25,520.00	.0000	\$0.00	\$0.00	2.0000	\$25,520.00	100.00	\$0.00
19	SEEDING	.700	AC	\$1,500.00	\$1,050.00	.7000	\$1,050.00	.0000	\$0.00	\$0.00	.7000	\$1,050.00	100.00	\$0.00
20	SODDING	160.000	SY	\$25.00	\$4,000.00	160.0000	\$4,000.00	.0000	\$0.00	\$0.00	160.0000	\$4,000.00	100.00	\$0.00
20	SODDING	-160.000	SY	\$25.00	\$-4,000.00	-160.0000	\$-4,000.00	.0000	\$0.00	\$0.00	-160.0000	\$-4,000.00	100.00	\$0.00
21	MULCHING	3,200.000	SY	\$1.00	\$3,200.00	3,200.0000	\$3,200.00	.0000	\$0.00	\$0.00	3,200.0000	\$3,200.00	100.00	\$0.00
22	AIRPORT UNDERGROUND CABLE	300.000	LF	\$45.00	\$13,500.00	300.0000	\$13,500.00	.0000	\$0.00	\$0.00	300.0000	\$13,500.00	100.00	\$0.00
23	AIRPORT UNDERGROUND CABLE	1,050.000	LF	\$8.30	\$8,715.00	1,050.0000	\$8,715.00	.0000	\$0.00	\$0.00	1,050.0000	\$8,715.00	100.00	\$0.00
23	AIRPORT UNDERGROUND CABLE	-1,050.000	LF	\$8.30	\$-8,715.00	-1,050.0000	\$-8,715.00	.0000	\$0.00	\$0.00	-1,050.0000	\$-8,715.00	100.00	\$0.00
24	COUNTERPOISENO 6 AWG SOLID	410.000	LF	\$4.50	\$1,845.00	410.0000	\$1,845.00	.0000	\$0.00	\$0.00	410.0000	\$1,845.00	100.00	\$0.00
24	COUNTERPOISENO 6 AWG SOLID	-410.000	LF	\$4.50	\$-1,845.00	-410.0000	\$-1,845.00	.0000	\$0.00	\$0.00	-410.0000	\$-1,845.00	100.00	\$0.00
25	3IN SCH80 PVE CONDUIT	350.000	LF	\$51.00	\$17,850.00	350.0000	\$17,850.00	.0000	\$0.00	\$0.00	350.0000	\$17,850.00	100.00	\$0.00
25	3IN SCH80 PVE CONDUIT	-350.000	LF	\$51.00	\$-17,850.00	-350.0000	\$-17,850.00	.0000	\$0.00	\$0.00	-350.0000	\$-17,850.00	100.00	\$0.00
26	2 WAY CONCRETE ENCASED DUCT	65.000	LF	\$105.00	\$6,825.00	65.0000	\$6,825.00	.0000	\$0.00	\$0.00	65.0000	\$6,825.00	100.00	\$0.00
27	4 WAY CONCRETE ENCASED DUCT	45.000	LF	\$200.00	\$9,000.00	45.0000	\$9,000.00	.0000	\$0.00	\$0.00	45.0000	\$9,000.00	100.00	\$0.00
28	RETROREFLECTIVE MARKERS	6.000	EA	\$150.00	\$900.00	6.0000	\$900.00	.0000	\$0.00	\$0.00	6.0000	\$900.00	100.00	\$0.00

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City Of Washington
405 Jefferson St
Washington, MO 63090

PROJECT: Washington Regional Airport
Hwy 47

APPLICATION NO: 15FINAL
PERIOD TO: 12/31/2023

DISTRIBUTION TO:
_ OWNER
_ CONSTRUCTION
_ MANAGER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): K.J.U. Inc dba K.J. Unnerstall Const. Co
4923 South Point Rd
Washington, MO 63090

ARCHITECT'S PROJECT NO:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA ARCHITECT:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT	UNIT PRICE	SCHEDULED VALUE	PREV COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMP QTY/% TO DATE	COMPLETED AND STORED	%	BALANCE
28	RETROREFLECTIVE MARKERS	-6.000	EA	\$150.00	\$-900.00	-6.0000	\$-900.00	.0000	\$0.00	\$0.00	-6.0000	\$-900.00	100.00	\$0.00
29	CONSTRUCT PRE ENGINEERED 8 UNIT NESTED	1.000	LSQ	\$936,375.00	\$936,375.00	1.0000	\$936,375.00	.0000	\$0.00	\$0.00	1.0000	\$936,375.00	100.00	\$0.00
30	GROUND ROD - 3/4" X 10' (HANGER GROUND RECEPTACLE)	3.000	EA	\$753.00	\$2,259.00	3.0000	\$2,259.00	.0000	\$0.00	\$0.00	3.0000	\$2,259.00	100.00	\$0.00
31	PAPI & REIL LIGHTING RELOCATION & EXTENSION	1.000	LSQ	\$15,051.00	\$15,051.00	1.0000	\$15,051.00	.0000	\$0.00	\$0.00	1.0000	\$15,051.00	100.00	\$0.00
32	ADDITIONAL GRADING	1.000	LSQ	\$7,400.00	\$7,400.00	1.0000	\$7,400.00	.0000	\$0.00	\$0.00	1.0000	\$7,400.00	100.00	\$0.00
33	ADD 4 RECEPTACLES FOR GARAGE DOORS OPENERS	1.000	LSQ	\$1,875.00	\$1,875.00	1.0000	\$1,875.00	.0000	\$0.00	\$0.00	1.0000	\$1,875.00	100.00	\$0.00
34	MAST FOR OVERHEADE ELECTRICAL SERVICE	1.000	LSQ	\$2,106.00	\$2,106.00	1.0000	\$2,106.00	.0000	\$0.00	\$0.00	1.0000	\$2,106.00	100.00	\$0.00
35	INSTALLATION OF EXISTING RETROREFLECTIVE MARKERS	3.000	EA	\$150.00	\$450.00	3.0000	\$450.00	.0000	\$0.00	\$0.00	3.0000	\$450.00	100.00	\$0.00
REPORT TOTALS					\$1,753,170.90		\$1,753,170.90		\$0.00			\$1,753,170.90		\$0.00
										\$0.00			\$0.00	



July 10, 2024

Re: Liquor License Renewals

Sherri Klekamp, City Clerk
City of Washington
405 Jefferson St
Washington, MO 63090

Dear Sherri

Enclosed is a list of businesses that are applying for renewal of their City of Washington liquor license. The list includes: the name of the business and owner, the business location, fees paid, and the type of sale requested. All fees have been paid and the required paperwork has been submitted to the Collector's Office. The applicants have asked that their application go before the City Council at the July 15, 2024 meeting.

Sincerely,

Heather Parker

Heather Parker
Accounts Specialist I
City of Washington

1. **Baps West End LLC**
Nirav Patel
1400 W 5th St.
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00

2. **All in One Liquor & Smoke House**
Sharlin Patel
305 E 8th St.
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Sunday Sales
\$200.00

3. **Front Street Cellar & Inn**
Anthony Bequette
Mon – Sat Sale of Intoxicating liquor of all kinds in original package
\$100.00
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

4. **The Tipsy Keg**
Paige Vandegriff
516 W Front St.
Mon – Sat Sale of Intoxicating liquor of all kind by the drink
\$300.00
Sunday Sales
\$200.00

5. **Aces and Eagles LLC**
DBA: The office, Aces and eagles Disc Golf
Joshua Smith-Moore
1160 W 5th St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

6. Serendipity Slush Co.
Tasha Schuetz
15 W Main St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00

7. Augusta Brewing Venture
Geraldyn M Heisler
107 W Main St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Mon – Sat Sale of Intoxicating liquor of all kinds by the original package
\$100.00
Sunday Sales
\$200.00

8. TLRR Entertainment LLC
DBA: 1861 Social House Eatery & Bar
560 E 5th St.
Mon – Sat Sale of Intoxicating liquor of all kinds by the drink
\$300.00
Sunday Sales
\$200.00



July 8, 2024

City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Police Department:

<u>NAME</u>	<u>DATE EFFECTIVE</u>	<u>DATE EXPIRES</u>
James Armstrong Police Chief	July 15, 2024	July 15, 2025

Respectfully submitted,


James D. Hagedorn
Mayor



July 10, 2024

City Council
City of Washington
Washington, Missouri 63090

RE: Special Police Officer Appointments – 2024 Washington Town & Country Fair

Dear Council Members:

I herewith submit for your approval the following for appointment as Special Police Officers August 8-11, 2024, for the 2024 Washington Town & Country Fair:

Anderson, Lance	St. Clair Police Department
Baldwin, Paul	Owensville Police Department
Cross, James	Franklin County Sheriff's Department
Enlow, Thomas	Putnam County Sheriff's Department
Finley, Brenn	Owensville Police Department
Johnmeyer, Chad	St. Clair Police Department
Lepper, Kyle	Warren County Sheriff's Department
Morgan, Ryan	Franklin County Sheriff's Department
Niederer, Damien	Ballwin Police Department
Norton, Patrick "Ryan"	Putnam County Sheriff's Department
Penning, Jeremy	Montgomery Police Department
Plackemeier, James	Warrenton Police Department
Plumb, Todd	Troy Police Department
Raymond, Charles	Union Police Department
Rosenkoetter, Andrew	Franklin County Sheriff's Department

Respectfully submitted,


James D. Hagedorn
Mayor



POLICE
CITY OF WASHINGTON

Chief Jim Armstrong
Washington Police Department
301 Jefferson Street
Washington, MO 63090
Administration: (636)390-1055
Dispatch: (636)390-1050
Fax: (636)390-2455
Email: jarmstrong@washmo.gov

DATE: July 10, 2024
TO: Mayor Doug Hagedorn
City Council Members
FROM: Chief Armstrong
SUBJECT: Appointment of Special Police Officers – Washington Town & Country Fair 2024

Honorable Mayor and City Council,

I respectfully request the following police officers to be appointed temporary Special Police Officer status. They will assist the Washington Police Department with law enforcement operations at the Washington Town & Country Fair. The temporary status is to include every day from August 8 – 11, 2024.

ANDERSON, LANCE
BALDWIN, PAUL
CROSS, JAMES
ENLOW, THOMAS
FINLEY, BRENN
JOHNMEYER, CHAD
LEPPER, KYLE
MORGAN, RYAN
NIEDERER, DAMIEN
NORTON, PATRICK "RYAN"
PENNING, JEREMY
PLACKEMEIER, JAMES
PLUMB, TODD
RAYMOND, CHARLES
ROSENKOETTER, ANDREW

ST. CLAIR POLICE DEPT
OWENSVILLE POLICE DEPT
FRANKLIN COUNTY SHERIFF'S DEPT
PUTNAM COUNTY SHERIFF'S DEPT
OWENSVILLE POLICE DEPT
ST. CLAIR POLICE DEPT
WARREN COUNTY SHERIFF'S DEPT
FRANKLIN COUNTY SHERIFF'S DEPT
BALLWIN POLICE DEPT
PUTNAM COUNTY SHERIFF'S DEPT
MONTGOMERY POLICE DEPT
WARRENTON POLICE DEPT
TROY POLICE DEPT
UNION POLICE DEPT
FRANKLIN COUNTY SHERIFF'S DEPT

Thank you for your consideration.

Respectfully,

Chief James Armstrong

Jim Armstrong, Chief of Police



July 8, 2024

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the
Library Board of Trustees:

Molly Maniaci – term ending July 2027
Joette Reidy – term ending July 2027

Respectfully submitted,


James D. Hagedorn
Mayor



July 8, 2024

City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following name for appointment

Tammy Alsop – Treasurer/Collector – term ending April 2025

Respectfully submitted,

A handwritten signature in blue ink that reads "James D. Hagedorn" with a stylized "JC" monogram at the end.

James D. Hagedorn
Mayor



July 8, 2024

City Council
City of Washington
Washington, Missouri 63090

Dear Council Members:

I herewith submit for your approval the following for reappointment to the Washington Area Highway Transportation Committee:

Tim Brinker – term ending July 2027
Ray Frankenberg II – term ending July 2027

Respectfully Submitted,

A handwritten signature in blue ink that reads "James D. Hagedorn" with a stylized flourish at the end.

James D. Hagedorn
Mayor



July 8, 2024

To the City Council
City of Washington
Washington, Missouri

Dear Council Members:

I herewith submit for your approval the following for appointment to the
Washington Tax Increment Financing Commission (TIF):

Nancy Walkenhorst – term expiring July 2028

Respectfully Submitted,

James D. Hagedorn
Mayor

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF AN AVIATION PROJECT CONSULTANT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND CRAWFORD, MURPHY, & TILLEY, INC.

BE IT ORDAINED by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute an Aviation Project Consultant Agreement by and between the City of Washington, Missouri and Crawford, Murphy, & Tilley, Inc., a copy of which is marked Exhibit A and is attached hereto and incorporated herein by reference, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized and directed to attest to and affix the seal of the City to the said Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 2: The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute and deliver such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

Airport: Washington Regional Airport
MoDOT Project No.: TBD

Airport Name: Washington Regional Airport
Project No.: TBD
County: Warren

AVIATION PROJECT CONSULTANT AGREEMENT
(FEDERAL ASSISTANCE)
(Revision 04/01/2016)

THIS AGREEMENT is entered into by Crawford, Murphy & Tilly, Inc. (hereinafter the "Consultant"), and the City of Washington, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Washington Regional Airport; and

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT; and

WHEREAS, the Sponsor intends to accomplish a project at the Washington Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with

such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on

adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 7.0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The

Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal

expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and MoDOT.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0.0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

Airport: Washington Regional Airport
 MoDOT Project No.: TBD

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB- CONTRACT	(D) PERCENT APPLICABLE TO DBE GOAL (100%, 60%)	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL (C x D)	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT AMOUNT)
TOTAL DBE PARTICIPATION					

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to MoDOT.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized

representative of MoDOT or the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by MoDOT, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;
3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and
4. Professional Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or MoDOT. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars (\$25,000). Subconsultant agreements for amounts of \$25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis: labor, overhead and profit will be paid for as a lump sum cost of **\$7,238.48**, which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit

V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or MoDOT. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars (\$25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned

as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to MoDOT approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;
2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;
3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design

or plans by the Consultant;

4. Court proceedings;
5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

- a. The Sponsor may terminate this Agreement, in whole

or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project;

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the

Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by

reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (I) of the clause, entitled "communication" shall read as follows: "(I) Communication. All notifications required by this clause shall be submitted to the Sponsor".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, MoDOT, and/or FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in

the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Notwithstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor, MoDOT, and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability,

automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

2. Automobile Liability: \$500,000.00 per person up to \$3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: \$1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s) schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assigns, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made

by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor, MoDOT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor, MoDOT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as it, MoDOT, or the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or
2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor, MoDOT or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil

Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq.*).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of MoDOT.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restrictions Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written

notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, MoDOT or the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor

has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars (\$3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910:

All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H):
The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: <https://www.sam.gov>.

B. Collecting a certification statement similar to the statement in Subsection (20)(E)1. Above.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor, MoDOT or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor, MoDOT or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Warren

County, Missouri. The parties agree that this Agreement is entered into at Washington, Missouri and substantial elements of its performance will take place or be delivered at Washington, Missouri, by reason of which the Consultant consents to venue of any action against it in Warren County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, MoDOT, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Darren Lamb – City Administrator		
SPONSOR'S NAME	City of Washington, Missouri		
SPONSOR'S ADDRESS	405 Jefferson Street Washington, MO 63090		
PHONE	(636) 390-1001	FAX	(636) 239-8945
E-MAIL ADDRESS	dlamb@washmo.gov		

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The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Tom Morris, P.E.		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Suite 500 St. Louis, MO 63102		
PHONE	(314) 436-5500	FAX	(314) 436-0723
E-MAIL ADDRESS	tmorris@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not

constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars (\$50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit I: Project Description.
- (B) Exhibit II: Scope of Services.
- (C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards
- (D) Exhibit III: Services Provided by the Sponsor.
- (E) Exhibit IV: Derivation of Consultant Project Costs.

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- (F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.
- (G) Exhibit VI: Performance Schedule

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

CONSULTANT
Crawford, Murphy & Tilly, Inc.

SPONSOR
City of Washington, Missouri

By: _____ By: _____

Print: Ty C. Sander, P.E. Print: _____

Title: Vice President Title: _____

ATTEST:

ATTEST:

By: _____ By: _____

Print: _____ Print: _____

Title: _____ Title: _____

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EXHIBIT I

PROJECT DESCRIPTION

1. Remove existing PCC panels
2. Dowel into existing PCC pavement
3. Replace PCC panels

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform a topographical survey and geotechnical investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, current Minimum Standards for Property Boundary Surveys as established by the Department of Natural Resources, Division of Geology and Land Survey of the State of Missouri, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

1. Preliminary
 - a. None
2. Design Phase
 - a. Prepare preliminary design letter bearing the engineer's seal. As a minimum, the design report will include:
 - Description of work (including AIP participation limits).
 - Listing of applicable design standards and Advisory Standards.
 - Design Considerations for airport Operational Safety.
 - Summary of the design computations.
 - Justification for selection of design materials.
 - Life Cycle analysis (if applicable) and recommendations.

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- Identification of modifications to FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
- Summary of preliminary project budget including an engineer's opinion of probable construction cost.

Other items for possible inclusion are as follows but not limited to:

- Site Conditions including photographs. Pavement design calculations and proposed typical sections.
- An engineer's opinion of probable construction cost.
- Miscellaneous work items.
- Summary of recommendations.

b. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- General airport layout plan with safety/construction phasing plan.
- General notes and summary of quantities (separate MoDOT and FAA specification items).
- Demolition plan.
- Typical pavement sections.
- Pavement joint layout plan and joint details (if necessary)
- Miscellaneous ancillary details.

2) Prepare Contract Documents/Technical Specifications.

3) Revise plan quantities and preliminary engineers' opinion of probable construction cost and project budget.

4) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor and MoDOT will each be provided with one (1) copy of each document.

5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.

- 6) Submit a final copy to the Sponsor, MoDOT and the FAA (one copy each) of the following documents:
 - Design Report
 - Construction Plans
 - Contract Documents/Technical SpecificationsEngineer's Opinion of Probable Construction Cost and Project Budget

3. Bidding Phase

- a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)
- b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.
- d. Attend and conduct the pre-bid meeting and record minutes.
- e. Attend and conduct the bid opening, tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (17) of this Agreement.

Notes:

For Final documents that are required to be sealed, signed, and dated, electronic submittal is acceptable to the MoDOT when the Consultant has electronic signature capabilities.

For documents not required to be sealed, signed, and dated, electronic submittal is acceptable to the MoDOT.

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**EXHIBIT IIA
CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED
PROJECTS**

Updated January 24, 2017

View the most current versions of these ACs and any associated changes at
http://www.faa.gov/airports/resources/advisory_circulars/ and
https://www.faa.gov/regulations_policies/advisory_circulars/.

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Progress
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials

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150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements or Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting

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150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics

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150/5360-13 Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports by Individuals with Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 – 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
MoDOT	MoDOT DBE Program- http://www.modot.org/ecr/index.htm

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.
2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.
4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.
5. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.
6. Pay all publishing costs for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.
7. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.
8. Disadvantaged business enterprise (DBE) goals for the project based upon proposed bid items, quantities and opinions of construction costs.
9. Guidance for assembling bid package to meet Sponsor's bid letting requirements.
10. Designate contact person (see Section (23)(A)).
11. Pay costs for title searches.

Airport: Washington Regional Airport
MoDOT Project No.: TBD

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV
DERIVATION OF CONSULTANT PROJECT COSTS
WASHINGTON REGIONAL AIRPORT
WASHINGTON, MISSOURI
EMERGENCY TAXIWAY REPAIRS
SUMMARY OF COSTS

July 2, 2024

<u>Basic Services</u>	<u>Fee</u>	<u>Hours</u>
<u>Design Phase</u>	<u>\$7,238.48</u>	<u>37</u>
Total	\$7,238.48	37

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

WASHINGTON REGIONAL AIRPORT
WASHINGTON, MISSOURI
EMERGENCY TAXIWAY REPAIRS
SUMMARY OF COSTS

July 2, 2024

1	<u>DIRECT SALARY COSTS:</u>			
	<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
	Principal	0	\$102.31	\$0.00
	Project Manager II	0	\$78.25	\$0.00
	Project Manager I	31	\$62.59	\$1,940.29
	Senior Engineer I	8	\$48.05	\$384.40
	Engineer I	0	\$36.75	\$0.00
	Senior Planner I	0	\$17.60	\$0.00
	Planner I	0	\$36.97	\$0.00
	Land Surveyor	0	\$53.60	\$0.00
	Senior Technician I	0	\$46.88	\$0.00
	Technician I	0	\$30.94	\$0.00
	Admin./Accounting Assistant.	0	\$24.79	\$0.00
		<u>39</u>		
	Total Direct Salary Costs			= \$2,324.69
2	<u>LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:</u>			
	Percentage of Direct Salary Costs @		<u>170.76</u> %	= \$3,969.64
3	<u>SUBTOTAL:</u>			
	Items 1 and 2			= \$6,294.33
4	<u>PROFIT:</u>			
	15 % of Item 3 Subtotal			= \$944.15 Lump Sum
			Subtotal	\$7,238.48
5	<u>OUT-OF-POCKET EXPENSES:</u>			
	a. Mileage	Miles @	\$0.670 / Mile =	\$0.00
	b. Vehicle	Days @	\$12.00 / Day =	\$0.00
	c. Meals	Days @	\$52.00 / Day =	\$0.00
	d. Motel	Nights @	\$130.00 / Night =	\$0.00
	e. Printing and Shipping		=	\$0.00
	Total Out-of-Pocket Expenses			= \$0.00
6	<u>SUBCONTRACT COSTS:</u>			
				= \$0.00
7	<u>MAXIMUM TOTAL FEE:</u>			
	Items 1, 2, 3, 4, 5 and 6			= \$7,238.48 Not to Exceed

7a

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

WASHINGTON REGIONAL AIRPORT
WASHINGTON, MISSOURI

SUMMARY OF COSTS

July 2, 2024

Out-of-Pocket Expenses

Item	Max No. of People	Meals	Hotels	V Days	Trips	Miles	Motel
Pre Design Meeting	2		0	0		0	0
Site Visits	2		0	0		0	0
PreBid	2		0	0		0	0
Bid Opening	2		0	0		0	0
TOTAL =		0	0	0	0	0	0

SPECIAL SERVICES

Out-of-Pocket Expenses

Item	Max No. of People	Meals		V Days		Motel	Miles
TOTAL =				0		0	0

Exhibit V

**WASHINGTON REGIONAL AIRPORT
WASHINGTON, MISSOURI**

**SUMMARY OF COSTS
EMERGENCY TAXWAY REPAIRS**

July 2, 2024

Classification: Gross Hourly Rate:	Principal \$318.57	Project Engineer II \$243.65	Project Manager I \$194.89	Senior Engineer I \$149.62	Engineer I \$114.43	Senior Planner I \$148.21	Planner I \$115.11	Land Surveyor \$166.90	Senior Technician I \$145.97	Technician II \$96.34	Administrative/ Accounting Assistant \$77.19	Other Costs
A. BASIC SERVICES												
1. Preliminary Phase:												
Perform site inspection, field quantities & attend scoping meeting												
Develop preliminary cost estimates												
2. Design Phase:												
Project Management (status reports, project coordination, invoicing)												
7460-1 Submittal, Categorical Exclusion Process												
Coordinate geotechnical investigation, add results to project manual.												
Design Report			6									
Cover Sheet/Title Block												
Index, Legends, Sum of Quantities Sheets												
Construction, Safety and Phasing Plan (CSPP)			3	2								
Construction Phasing Plans			3	2								
General Notes			3	2								
Pavement Geometry/Typical Sections			4	2								
Site Grading and Drainage, Details												
Layout/Pavement Marking Plans			1									
Pavement Marking Details												
Electrical Layout and Details												
Prepare 100% cost estimates			2									
Prepare project technical specifications			6									
Prepare Modifications to Standards (MOS) as necessary												
Prepare front end contract documents												
Internal quality control review			1									
Address Sponsor/MoDOT comments and seal sheets												
Total hours =	37	0	0	29	8	0	0	0	0	0	0	0
Total =	\$6,848.70	\$0.00	\$0.00	\$5,651.78	\$1,196.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Bidding Phase												
Send plans to contractors and answer questions												
Conduct pre-bid meeting and send out minutes												
Send out addendum												
Attend and conduct bid opening												
Review bids and recommend award			2									
Total hours =	2	0	0	2	0	0	0	0	0	0	0	0
Total =	\$389.78	\$0.00	\$0.00	\$389.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART A SUBTOTAL =												
												\$7,238.48
GRAND TOTAL =												
												\$7,238.48

7a

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

- | | | |
|----|---|--|
| A. | Preliminary Phase | As Required |
| B. | Design Phase | |
| 1. | Submittal of Preliminary Design Report | (14) calendar days after receipt of NTP |
| 2. | Plans & Specifications | |
| a. | Submittal of 100% Plans and Contract Documents/Specifications for review (allow 45 days for MoDOT review) | (14) calendar days after receipt of NTP |
| C. | Bidding Phase | As Required |

CONSTRUCTION SERVICES

- | | | |
|----|-----------------------|-------------|
| 1. | Construction Services | As Required |
|----|-----------------------|-------------|

SPECIAL SERVICES

- A. NOT USED
- B. Field Survey – NOT USED
- C. NOT USED
- D. Geotechnical- NOT USED
- E. Other Services



July 10, 2024

Honorable Mayor and City Council
Washington, MO 63090

Re: Emergency Repairs to Taxiway

Dear Mayor and City Council,

On or about Tuesday, June 25th the Washington Regional Airport experienced concrete buckling on the taxiway. After reviewing the damage, we are proposing to move forward with a request for BIL (Bipartisan Infrastructure Law) funding through MODOT so that the repairs can be made with a 10% local match. Estimated cost of repairs would be \$50,000.00 including design with the local match being \$5,000.00. We are anticipating putting the project out for bid by July 19th and construction for the repairs to begin by August 12th and completed by August 19th.

Sincerely,

A handwritten signature in blue ink that reads "Darren Lamb".

Darren Lamb, AICP
City Administrator

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CMAQ-CONGESTION MITIGATION AND AIR QUALITY SUPPLEMENTAL AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE HIGHWAY 100/INTERNATIONAL AVENUE INTERSECTION IMPROVEMENT PROJECT CMAQ-6400(628)

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a CMAQ-Congestion Mitigation and Air Quality Agreement by and between the City of Washington, Missouri and the Missouri Highways and Transportation Commission for the Highway 100/International Avenue Intersection Improvement Project CMAQ-6400(628). A copy of this agreement is attached hereto and is marked Exhibit A. Said execution is subject to approval by MoDOT.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute said agreement, and to do all things necessary by the terms of said agreement.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A

CCO Form: FS30
Approved: 10/02 (BDG)
Revised: 02/23 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ-6400(628)
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT
SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Washington (hereinafter, "City").

WITNESSETH:

WHEREAS, on December 11, 2023, the Commission and the City previously entered into a CMAQ Funds Agreement (Agreement number 2023-09-82271) as to public improvements designated as CMAQ-6400(628), for the reconstruction of the intersection, the construction of a right turn lane and the construction of a sidewalk on MO 100 at International Avenue/Rabbit Trail Drive (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement as provided in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) REVISION: Paragraph (1) PURPOSE of the Original Agreement is hereby removed and replaced with the following:

(1) PURPOSE: The United States Congress has authorized, in 23 USC §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to construct a right turn lane on MO 100 at International Drive.

(2) REVISION: Paragraph (2) SCOPE OF WORK of the Original Agreement is hereby removed and replaced with the following:

(2) SCOPE OF WORK: City shall provide planning and implementation of an intersection improvements in the MO 100 area as more fully described in the

attached Exhibit A which is incorporated herein by reference.

(3) REVISION: Exhibit A attached to the Original Agreement is hereby removed and replaced with the Exhibit A attached to this Supplemental Agreement.

(4) REVISION: Paragraph (3) REASONALBE PROGRESS POLICY of the Original Agreement is hereby removed and replaced with the following:

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(5) REVISION: Paragraph (15) BUDGET of the Original Agreement is hereby removed and replaced with the following:

(15) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(6) REVISION: Paragraph (16) REIMBURSEMENT of the Original Agreement is hereby removed and replaced with the following:

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$670,507. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs

associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(7) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City _____ (date).

Executed by MHTC _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF WASHINGTON

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____

Appendix A - Project Budget

FINANCIAL PLAN <i>Note: federal participation for a phase of work must not exceed 80% for most projects. Carpool/vanpool acquisition and marketing projects may be reimbursed up to 100%. Sponsor share of at least 50% is required for public-private partnerships.</i>					
Activity ⁶	Starting Federal Fiscal Year ⁷	Total Phase Cost	Federal Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2024	\$ 84,957	\$ 67,965	\$ 16,992	20.00%
Right-of-Way (ROW)	FY 2025	\$ 100,000	\$ 80,000	\$ 20,000	20.00%
Construction Engineering	FY 2026	\$ 85,000	\$ 68,000	\$ 17,000	20.00%
Construction / Implementation	FY 2026	\$ 568,178	\$ 454,542	\$ 113,636	20.00%
TOTAL PROJECT COST		\$ 838,135	\$ 670,507	\$ 167,628	20.00%
Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:			City of Washington		

Exhibit A – Scope of Work

Construct a right turn lane on MO 100 at International Drive.

Exhibit B - Project Schedule

Project Description: CMAQ-6400(628) MO 100

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2023	10/2023	1
Execute agreement (project sponsor and DOT)	10/2023	11/2023	1
Engineering services contract submitted and approved*	11/2023	12/2023	1
Obtain environmental clearances (106, CE-2, etc.)	12/2023	02/2024	2
Public meeting/hearing	04/2024	04/2024	1
Develop and submit preliminary plans	12/2023	08/2024	8
Preliminary plans approved	08/2024	09/2024	1
Develop and submit right-of-way plans	08/2024	09/2024	1
Review and approval of right-of-way plans	08/2024	09/2024	1
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	09/2024	10/2024	1
Right-of-way acquisition	10/2024	02/2025	4
Utility coordination	12/2024	02/2025	3
Develop and submit PS&E	03/2025	07/2025	4
District approval of PS&E/advertise for bids*	08/2025	10/2025	2
Submit and receive bids for review and approval	11/2025	12/2025	2
Project implementation/construction	04/2026	10/2026	6
* Finish date must match fiscal year for each milestone shown in bold text.			



July 10, 2024

Honorable Mayor and City Council
405 Jefferson Street
Washington, MO 63090

RE: Supplemental Agreement - Highway 100/International Avenue Intersection Improvement and Phoenix Center Drive Relocation, CMAQ-6400(628)

Dear Mayor and City Council Members:

Find enclosed an ordinance that would allow the City to enter into a supplemental programming agreement between the City and MoDOT for the Highway 100/International Avenue Intersection Improvement Project. The scope has been reduced to exclude the Phoenix Center Drive Relocation. The City met with property owners and no road relocation design agreements were reached, therefore the project scope has been reduced as well as a reduction in funding for this project.

These improvements consist of:

- Highway 100/International Intersection-construct new southbound right turn lane
- Connect the existing sidewalk along the east side of International Avenue to the signal at Highway 100

Portions of the project removed consist of:

- Highway 100/Rabbit Trail Intersection- relocate Phoenix Center Drive south to align with the existing Planet Fitness commercial driveway on the west side of Rabbit Trail Drive, increasing the length of northbound vehicle storage from 100' to 330' and alleviating the congestion and safety concerns at the existing location of Phoenix Center Drive
- Construct a sidewalk south of Highway 100 along the east side of Rabbit Trail Drive to the relocated Phoenix Center Drive intersection.

The below table outlines the updated anticipated costs and reimbursement amounts with total federal participation reduced from \$1,867,200 to \$670,507 and total City costs reduced from \$466,800 to \$167,628.

Activity ⁶	Starting Federal Fiscal Year ⁷	Total Phase Cost	Federal Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2024	\$ 84,957	\$ 67,965	\$ 16,992	20.00%
Right-of-Way (ROW)	FY 2025	\$ 100,000	\$ 80,000	\$ 20,000	20.00%
Construction Engineering	FY 2026	\$ 85,000	\$ 68,000	\$ 17,000	20.00%
Construction / Implementation	FY 2026	\$ 568,178	\$ 454,542	\$ 113,636	20.00%
TOTAL PROJECT COST		\$ 838,135	\$ 670,507	\$ 167,628	20.00%

Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:

City of Washington

The current schedule is for construction in 2026 or 2027. This ordinance is contingent upon MoDOT approval. We currently have MoDOT preliminary approval with final approval anticipated after City approval.

Respectfully submitted,



Andrea F. Lueken, P.E.
Assistant City Engineer

BILL NO. _____ INTRODUCED BY _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXECUTION OF A CONTRACT AGREEMENT BY AND BETWEEN THE CITY OF WASHINGTON, MISSOURI AND K.J. UNNERSTALL CONSTRUCTION COMPANY FOR THE SANITARY SEWER EXTENSION PROJECT AND AMEND THE 2023/2024 BUDGET

Be It Ordained by the Council of the City of Washington, Missouri, as follows:

SECTION 1: The Mayor is hereby authorized and directed to execute a Contract Agreement by and between the City of Washington, Missouri and K.J. Unnerstall Construction Company for the Sanitary Sewer Extension Project. A copy of the contract agreement is attached and is marked as Exhibit A.

SECTION 2: The Mayor and City Clerk are hereby authorized and directed to execute said contract, and to do all things necessary by the terms of said contract.

SECTION 3: This ordinance shall amend the 2024 Budget as follows:
Storm Water Improvement Fund 250 – Increase of \$154,799.00 for Sanitary Sewer Extension Project (250-40-000-541107 Stormwater Improvements).

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5: This ordinance shall take effect and be in full force from and after its passage and approval.

Passed: _____

ATTEST: _____

President of City Council

Approved: _____

ATTEST: _____

Mayor of Washington, Missouri

Exhibit A
CONTRACT AGREEMENT
SANITARY SEWER EXTENSION PROJECT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the CITY OF WASHINGTON, MISSOURI, party of the first part; hereinafter termed the "City", and **K.J. Unnerstall Construction Company**, party of the second part, hereinafter termed in this agreement as the "Contractor".

WITNESSETH:

THAT WHEREAS, the City has caused to be prepared specifications and other contract documents for the work herein described, and has approved and adopted these contract documents and has invited proposals for the furnishing of materials, labor and equipment for, and in connection with, the construction of improvements in accordance with the terms of this contract; and,

WHEREAS, the Contractor, in response to the invitation, submitted to the City in the manner and at the time specified, a proposal in accordance with the terms of the contract; and,

WHEREAS, the City has opened, examined and canvassed the proposals submitted, and as a result of such canvass, has determined and declared the Contractor to be the lowest and best bidder for constructing said improvements, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the proposal attached to and made a part of this contract;

NOW THEREFORE, THIS AGREEMENT WITNESSETH, that the parties to these presents, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, have agreed and hereby agree the City for itself, and its successors and the Contractor for itself, himself, or themselves, its, his or their successors and assigns, to its, his or their executors and administrators, as follows:

ARTICLE I: That the Contractor will furnish at his own cost and expense, all labor, tools, equipment and materials required, and construct and complete in a good first class and workmanlike manner, the work as designated, described and required by the plan, specifications and proposals for construction of the improvement, all in accordance with the specifications, general conditions, supplementary conditions, instructions to bidders, proposal, and other specified documents, all of which contract documents from the contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the City.

Contractor shall provide (a) a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project. (b) Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded 20 days to produce such documentation before being subject to removal from the project. (c) Contractor shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection (a). (d) Pursuant to Sec. 272.675 RSMo., Contractor shall forfeit as a penalty to the City \$2,500.00 plus \$100.00 for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a) and (b) have elapsed. City shall withhold and retain from the amount due Contractor under this contract, all sums and amounts due and owing City as a result of any violation of this section.

ARTICLE II: Specifically, the Contractor shall comply in all respects with the Anti-Discrimination Provisions.

ARTICLE III: In accordance with the provisions of Section 34.600 RSMo. the Contractor shall, upon execution of the Contract, execute and deliver to the City an affidavit in the form marked **Affidavit of Compliance with Section 34.600 RSMo** attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Contract void.

ARTICLE IV: That the Contractor shall be held to comply with all requirements of the Prevailing Wage Law of the State of Missouri, and shall forfeit as a penalty to the state, county, city and county, city, town, district, or other political subdivision on whose behalf the contract is made or awarded, one-hundred dollars (\$100.00) for each workman employed, for each working day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under this contract, by him or by any subcontractor under him.

ARTICLE V: Contractor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit, and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign the affidavit, attached hereto and made a part of this contract, affirming that it does not knowingly employ any person

who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, Contractor shall require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

ARTICLE VI: That the City will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore, the sum of **One Hundred Fifty-Four Thousand Seven Hundred Ninety-Nine Dollars (\$154,799.00)**, for all work covered in the Base Proposal Bid.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written.

K.J. UNNERSTALL
CONSTRUCTION COMPANY

CITY OF WASHINGTON
COUNTY OF FRANKLIN
STATE OF MISSOURI

By: _____
Contractor

Mayor

Title

City Clerk



July 10, 2024

Honorable Mayor and City Council
City of Washington
405 Jefferson Street
Washington, MO 63090

RE: Sanitary Sewer Extension Project Project
Construction Bids and Contract Approval

Honorable Mayor and City Council,

Description:

Sanitary Sewer main will be extended from Betony Lift Station to connection in Phoenix Park. The northern portion of this extension has been installed from Phoenix Park to just north of the proposed Fox Crest bridge through a development agreement.

This project is for construction of the southern portion from where the other portion left off going south to Betony Lift Station. This project includes removal of the existing lift station that will no longer be needed since this extension will provide gravity sewer for this area.

The project has a completion date of October 1, 2024 for construction.

Bid information:

The bids received are as follows:

K.J. Unnerstall Construction Co.:	\$154,799.00
Kelpe Contracting, Inc:	\$184,002.40
SweenCo LLC.:	\$205,825.00
T. Hill Construction:	\$217,254.00
Unnerstall Contracting Co., LLC:	\$219,491.00
J.W. Bommarito Construction:	\$226,947.12
Lamke Trenching & Excavating Inc.:	Non-responsive
Girdner Contracting LLC:	\$244,880.00
Northern Star Homes:	\$248,816.00
<i>Engineering Estimate:</i>	<i>\$224,715.00*</i>

Budget Information:

Approving this project will cost \$154,799. This project is currently not budgeted and the wastewater budget does not have the necessary funds available. With the recently increased wastewater fees the wastewater fund has not had time to build up reserves. This project will be funded out of the Local Use Tax Fund and the Wastewater Enterprise Funds will repay in the future. Approving this contract would require a \$154,799 Budget Amendment.

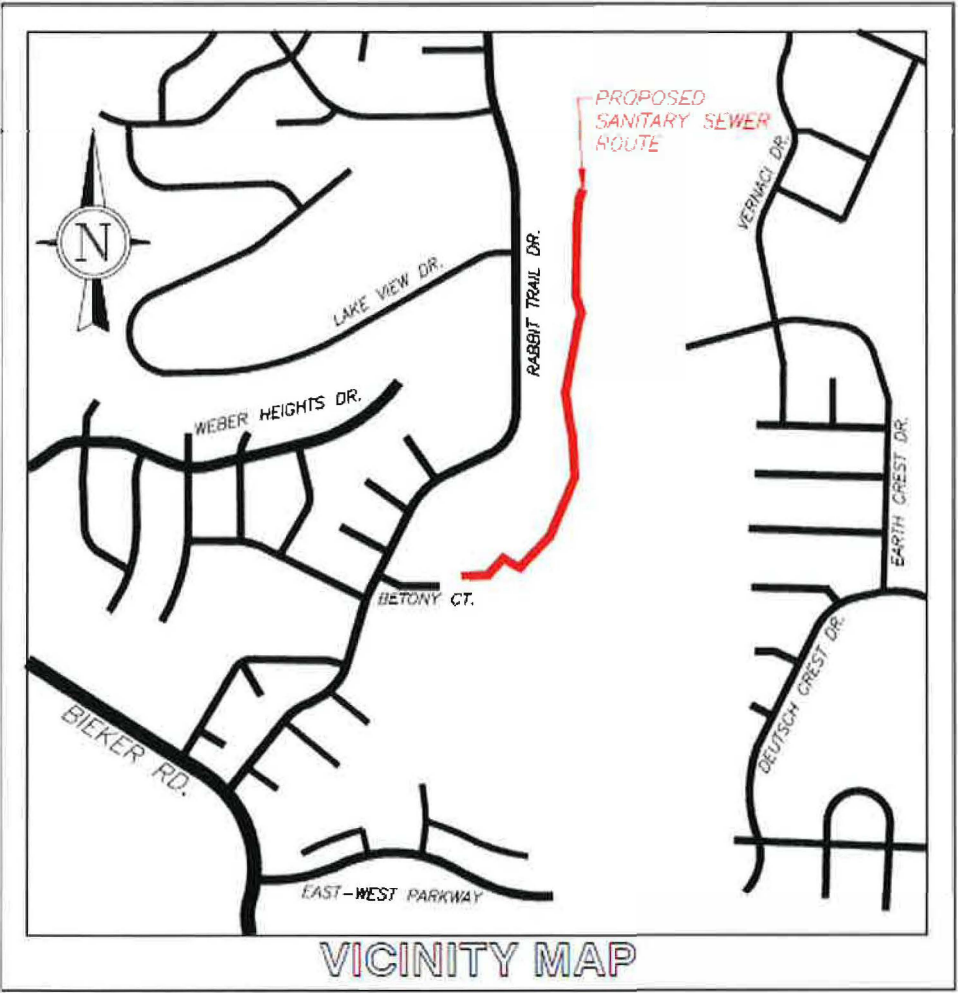
Staff is recommending accepting the bid from K.J. Unnerstall Construction Company for a contract amount of \$154,799.

As always, if you have any questions, concerns or would like additional information, please feel free to contact me.

Respectfully,



Charles Stankovic, PE
City Engineer





POLICE
CITY OF WASHINGTON

Washington Police Department

301 Jefferson Street
Washington, MO 63090
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July 5, 2024

Honorable Mayor and City Council
City of Washington
Washington, MO 63090

Re: Boat Trailer Parking-River Front

Dear Mayor and City Council Members:

For your consideration, this letter is a summary of the Traffic Committee's conversation on the above topic.

On July 5, 2024 the Traffic Committee along with several members of the Parks Board discussed the current boat trailer parking at the river front. Complaints have been received about passenger vehicles taking up parking spaces on busy weekends, which at times does not leave enough parking spaces for vehicles with boat trailers. Ultimately, no perfect solution was identified. The group noted that the lower lot of the riverfront is frequently used by passenger vehicles for recreational purposes, and that is not something that we necessarily wished to prohibit at all times. We are aware that some weekends do get very busy with boat traffic; however identifying those specific weekends ahead of time is impossible.

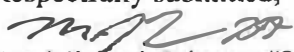
After discussion, the Traffic Committee along with several members of the Parks Board agreed to a concept of "Informational Signage" that could be placed near the trailer parking spaces on the South side of the parking lot to help remind citizens of the intended use of the parking spots on weekends. Street Department is working on specifically what that signage would look like.

The idea of painting some of the other parking spaces with a stencil of some sort was also discussed, however a consensus was not reached on that topic.

Ultimately, the group thought that it would be prudent to send this item to Council for further discussion before any changes are made.

Thank you for your consideration.

Respectfully submitted,


Sgt. Michael Grissom #299
Washington Police Department

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